Bruhat Bengaluru Mahanagara Palike

REQUEST FOR PROPOSAL (RFP) DOCUMENT
for
Scanning and Digitization of Property Records in Property Registers in Bruhat Bengaluru Mahanagara Palike

Tender Notification No: EE/MPED-C/TEND/04/2023-24

BBMP Head Office
Corporation Circle
Bengaluru 560 002
Telephone Number –
EMAIL ID – eemped.bbmp@gmail.com

Bruhat Bengaluru Mahanagara Palike

Office of the Executive Engineer (MPED-C), Annex-2 building, Ground floor, BBMP Head office N.R Square Bengaluru-560002.

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No: EE/MPED-C/TEND/04/2023-24 **Date: 07.12.202**

E-TENDER NOTIFICATION

Two cover system

(Through electronic tendering mode only)

BBMP, invites tender for **Scanning and Digitization of Property Records** in Property Registers (both A & B) from among the reputed vendors having expertise and experience in delivery of scanning and digitization work and related services. The tender shall be a two bid system. The Financial bid shall be opened only for approved technical bids.

Further details can be obtained from web site –. The last date for the submission of proposal is 18.12.2023 until 5.30 PM.

Name of Work	Scanning and Digitization of Property Records in Property Registers in Bruhat Bengaluru Mahanagara Palike
Tender Reference	**EE/MPED-C/TEND/04/2023-24**
Date from which Bid document is ready for download through E-Procurement Portal of Government of Karnataka	08.12.2023
Last date and time for uploading of tender in e-Procurement platform	18-12-2023 @ 5.30 PM
Time and date of opening of tenders: Technical Bid & Technical Evaluation	19-12-2023 @ 5.30 PM
Time and date of opening of tenders: Commercial Bid	After approval of Technical bid
Contact Person for queries	Mr SANTOSH Revenue Inspector Mobile 9880323664
Place of Opening of Tenders and Address for communication	MPED-C, BBMP Head Office, Corporation Circle, Bengaluru – 560 002

Earnest Money Deposit (EMD)	Rs.5,00,000/- (Rupees Five lakhs only)

Sd/-
Executive Engineer
MPED-C
Bruhat Bengaluru Mahanagara palike

COPY SUBMITTED TO:-

1. Personnel Secretary to Hon'ble Administrator to bring into the kind notice of the Hon'ble Administrator.
2. Personnel assistant to Hon'ble Commissioner for kind information.
3. Special Commissioner (Revenue)/ Special Commissioner (Finance) for kind information.
4. Engineer – in – Chief for kind information.
5. Chief Engineer (Project-Central) for kind information.
6. CAO / Chief Auditor for kind information.
7. I. T. Advisor with a Request to publish the same in the BBMP Website.
8. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
9. Notice board & Office Copy.

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1. SCOPE OF WORK

1. BBMP has the urgent necessity to Scan and Digitize the property registers (both A and B registers) which contain the Property Tax Records of the BBMP in about **5100** hand-written registers.

2. The work order shall be issued for carrying out as per requirement at a scanning resolution of 600DPI, of document or registers of size A-2 and very

few A1 and A0 registers (as may be needed but shall be paid at same rate as for A2 sized registers), document age 11-25years, Metafield-21 to 30 fields, colour type-colour Scanning and Service location at all **64** -ARO Offices.

3. **It is instructed to follow the time schedule and complete the work with in the period listed without any change in the rate of charges.**

Event	Delivery Deadlines
Work order to the bid winner services provider	T1= 22/12/2023
Project understanding in terms and type of documents	T1+7days= 29/12/2023
Setting up of scanning center and Deployment of resources (hardware and manpower)	T2= T1+7days= 29/12/2023
Start and completion of indexing and scanning activity in all ARO offices	T3=T2+45 days= 12/2/2023
Starting and completion of digitization activity	T4= T2+80days = 18/03/2024
Quality check (done along with scanning and digitization work without QC the work shall not be considered completed)	T5= T2+90 days= 28/03/2024
Printing of the digitized data in A3 sized sheet only in case so directed by the BBMP/Zone (done along with digitization work)	T6= T2+90 days= 28/03/2024

4. As per the Index data at the Zones, there are about **5100** Registers. If any additional register is found in the course of time, scanning digitizing and printing of such documents to be carried out at same price in given stipulated time.
5. Time is the essence of this time and mission critical work and the delivery of work as per deadlines in the table above shall be treated as part of the Scope of Work and the deliverables.

6. NDA (Non-Discloser Agreement) should be maintained. No documents should be leaked nor shared to any of the individual or Departments. If found legal action will be initiated against the agency.
7. Once the data is delivered, if BBMP/Zone decides to accumulate or port data to any other software, skilled man power should be deployed to Zonal Commissioner office to execute the said work as well and sort out any issues.
8. The BBMP Revenue Officials shall ensure that all the work such as scanning digitizing and printing is completed and certify the Quality of the same for further process of payment. An elaborate Quality Check of 100% plus Checking-of-Checking System will be implemented by BBMP and the scanning as well as the digitization work shall have to pass through the same in order to be declared successfully completed and to get payments.
9. The SERVICE PROVIDER shall raise an invoice on BBMP for the services performed as per payment schedule laid out in this RFP and the same should be certified by respective Zones and Revenue Officers in the manner that shall be prescribed.
10. The employees of the Service Provider will be entitled for only gazette Holidays declared by BBMP.
11. The Service Provider shall make necessary and prompt arrangement for alternative staff in case the staff engaged proceeds on leave.
12. The staff shall be regarded on the rolls of the SP and shall not have any claim for continuation in BBMP and SP shall be liable to comply with all the requirement of laws.
13. In the event of default on part of the Service Provider to provide requisite number of staff during the period of contract, the contract will be terminated and entrusted to another SP / Firm at the risk and cost of the defaulting Service Provider / Firm.
14. The employees of the Service Provider shall diligently follow the instruction of senior officers and authorities under whom they are posted from time to time and will ensure service deliverables as required by them.

15. The Workforce of the agency may be working at office hours in working days and can be extended provided any BBMP officials or at offices.

16. It will be the liability of the agency for any loss or damages caused by the employees of the Service Provider out of their actions, default or negligence.

17. If any person found suspicious or non-working, in assessment of a Zonal Commissioner the service provider should remove the employee and depute other.

18. BBMP and the Zonal Commissioner shall have the right to instruct the SP to remove any person engaged for rendering services on account of unauthorized absence, misconduct, non-co-operation unfit otherwise.

19. The persons so deployed shall not be below 18 years and not above 55 years. They will perform their duties to the satisfaction of the Employer.

20. The final arbitrator for any issue arising between the service provider and BBMP shall be the Chief Commissioner BBMP and any appeal on the orders of the Chief Commissioner shall lie with the Administrator BBMP.

21. This RFP read shall be the core document that will govern the execution and complete implementation of the scanning and digitization work.

2. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

The original Proposal (i.e. Technical Proposal and Financial Proposal) shall be prepared and submitted in e-Procurement platform.
The bidder shall digitally sign and submit the proposal electronically through the unified e-Procurement platform: – https://kppp.karnataka.gov.in

The completed Technical and Financial Proposal must be submitted electronically in the e-Procurement platform on or before the due date for bid submission specified in the e-Procurement platform. The BBMP or the Centre for eGovernance (e Governance Department, Govt of Karnataka) will not be responsible for technical glitches in the desktop and internet connectivity services used by the bidder and bidders are advised to bid in due advance rather than postponing their bid submissions to the last moments.

3. Eligibility Criteria

3.1 The Tenderer should meet the following eligibility criteria

(i) The Tenderer should be a Company or a Partnership Firm or a Limited Liability Partnership Firm duly registered under the relevant law and in operation for not less than 5-years as on 30th November 2023. Proof thereof shall be submitted by way of Certificate of Incorporation etc.

(ii) The **Consortium**, a group of more than a single legal entity but not more than two members, is allowed to participate in this tender. But the criteria that the Lead Bidder, among the two Consortium members shall fulfil are specifically written below. The PBG shall be given by the Lead Bidder and Lead Bidder shall enter into the contract on behalf of the Consortium and shall be the single agency to coordinate and be accountable for execution of the project successfully. The Lead Bidder shall be one of the Consortium members duly identified by them.

(iii) The tenderer (the Lead Bidder in case of Consortium) should have an average financial turnover of not less than Rs 5 Crores over the last three financial years [2020-21, 2021-22 and 2022-23]. The documentary evidence in the form of audited financial statements or a Turnover certificate from Chartered Accountant.

(iv) The Tenderer (the Lead Bidder in case of Consortium) should have minimum of 200 Employees on its own roll and should have already registered their firm with ESI and PF. The supporting documents of ECR copies must be uploaded along with previous 3-months (July, August and September 2023) ESI & PF challan. As the core work in this tender is that of digitization of property records which involves computer data entry; hence, out of these 200 employees at least 75 (seventy five) shall be Computer Data Entry Operators.

(v) The Tenderer the Lead Bidder in case of Consortium should have a Registered/Branch Office in Karnataka. If incorporated elsewhere, should have necessary permission/license to operate in Karnataka and the personnel proposed to be deployed for the services should be conversant in Kannada language.

(vi) The Tenderer or any of the Consortium Partner should have provided services minimum of 2 Scanning and Digitization Project to any Government Departments/Boards/Corporation in Karnataka directly in the past five years 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23. The Work orders and certificate of successful completion to be provided as documentary proof.

(vii) The Bidder (the Lead Bidder in case of Consortium should have been ISO 9001:2015 Quality Management certified.

(viii) The Tenderer (the Lead Bidder in case of Consortium should have the following registrations:

a. Registration with the Department of Labour.
b. Registration under Employees' Provident Funds and Miscellaneous Provident Act, 1952.

c. Registration under Employees State Insurance Act, 1948.
d. Registration under the Goods and Service Tax (GST).
e. Registration under Professional Tax.
f. Registration under the Shops and Commercial Establishments Act, 1961
g. Udyam Registration online registration for MSME – if applicable

(ix) The Tenderer or any of the Consortium member should not be in default with respect to statutory payments such as contribution to ESIC, and contributions to EPFO and a declaration to this effect is required to be submitted by the Tenderer.

(x) Tenderer or any of the Consortium member must not be insolvent, in receivership, bankrupt are being wound up, not have its affairs administered by a Court or Judicial Officer, not have its business activities suspended and must not be the subject of legal proceeding for any of these reasons

(xi) This is a Time & Mission Critical Project and the time shall be the essence of this work. It is mandatory that the tenderer has requisite equipment to carry out the work immediately. Hence, the tenderer or the Lead Bidder must itself own not less than 15 (fifteen) A2 Scanners of the requisite quality and technical capacity to execute the project. This shall form the essential criteria for the technical evaluation of the bids. (proof of ownership shall be given by production of invoices in favour of the Bidder of the said A2 Scanner and their IDs).

4. Evaluation of Technical Bid

(i) In the first stage, BBMP shall evaluate the Technical Bid on the basis of Applicant's submission of Technical Bid Forms, Annual Turnover, years of experience in relevant field of work with specified turnover and experience.

(ii) Only the Bidders who satisfy the technical evaluation criteria as set out in Eligibility Criteria shall be technically qualified.

(iii) The decision of the Tender Scrutiny Committee shall be final as regards the technical evaluation. Provided the appeal under the KTPP Act 1999 shall lie with the Chief Commissioner BBMP.

(iv) The financial bid of only the technically qualified bidders shall be opened.

5. Bid submission timelines: The timelines for bid-submission and bid evaluation will be as it is given in the Tender Schedule in this RFP and duly published in the e-Procurement system (https://kppp.karnataka.gov.in)

6. Place of Delivery: At the ARO Offices of the Zone.

7. VALIDITY OF QUOTATION: The quotation should be valid for 02 months. (60 days)

8. PAYMENT SCHEDULE

Payments to the Successful Bidder shall be made as per the following table subject to the following conditions –

- Unit of payment shall be an ARO Office. Only when an activity is satisfactorily completed as per this RFP and more fully described in the table below, the payment for that activity shall be made as per actual output or work done.
- The payment shall be after the successful completion & delivery of the milestones of the project and issuance of certificates for the same as stated in the table below.
- After receiving satisfactory completion certificates & other related Documents from the prescribed persons in a zone the following payments may be made.

S. NO	Milestone	Payment Details
1	Completion of scanning of all registers (A & B) in an ARO Office and acceptance by Zone after Quality Check.	60% of the payment for scanning for that ARO Office Registers as per page rate for scanning as per actual pages scanned.
2	Completion of digitization of all property records (both Registers A and B) in an ARO Office with acceptance by Zone after due Quality Checks	70% of the payment for digitization for that ARO Office Property Records as actually completed at the awarded rate of digitization per property record.
3	Actual Printing of digitized property records on A3 Sheets upon completion of work at an ARO Office (onlyl if so opted by BBMP/Zone)	70% of the payment meant for printing of A3 sheets as per actual sheets printed (if so opted by BBMP/Zone).
4	Completion of all work of scanning and digitization of all property records and the registers in all ARO offices in a Zone with requisite Quality Checks done and work is satisfactory. Certificate of completion issued by the Zone	(i) Another 30% of the payment for scanning @ rate per page as per actual pages scanned. Thereby taking total payment to 90% for scanning in a Zone. (ii) Another 20% of the payment for digitization @ rate per property record as per actual property records digitized. Thereby taking total payment to 90% for digitization in a Zone.
5	Completion of printing of all digitized property records on A3 sheets for all ARO Offices wherever so requested by BBMP/Zone and upon Quality Check found satisfactory. Certificate of completion issued by the Zone	Another 20% of the payment for printing @ rate per page as per actual pages printed. Thereby taking total payment to 90% for A3 printing.
6	One month after completion of the scanning and digitization work in all ARO Offices of the Zone and date of issuance of the completion certificate by the Zone.	Rest of the 10% payment on account of scanning, digitization. Also the rest of the 10% payment for printed A3 pages which were specifically opted for printing by

		BBMP/Zone.

9. Evaluation of Financial Bid

(i) The financial bids of only the technically qualified bidders who meet the prescribed Eligibility Criteria shall be opened in eProcurement Portal of Govt of Karnataka.

(ii) The financial bids shall be unqualified and unconditional.

(iii) The financial bid must be as per the format prescribed for the Financial Bid,

(iv) The technically qualified Bidder who bids the lowest evaluated cost or price shall be declared the Lowest Bidder (L1) shall be eligible for award of the tender as per the terms & conditions of the RFP.

(v) If two or more Bidders bid the same amount and there is a tie, the bidder with more average turnover in the last three financial years shall be considered as the Lowest Bidder and the bid winner. In case even that is equal, then the L1 bidder among such tied bidders shall be decided by random draw of lots. The name that is picked in the random draw of lots in such a situation of a tie among the bidders, shall be declared as the Lowest Bidder or L1.

10. Negotiations

(i) Negotiations, if necessary, will be held at the BBMP Head Office. The aim is to reach agreement on all points and sign a contract.

(ii) If for any reasons, rates quoted in the tender seem to be higher than the expectations, BBMP reserves the right to negotiate with lowest bidder regarding price, terms and conditions in the best interest of the BBMP and its decision is final.

11. Award of Contract

(i) The Bid Winner shall be issued a Letter of Intent (LoI) and will be given 7 days' time from the date of receipt of LoI to accept the same.

(ii) In case, letter of consent accepting the offer is not received within the aforementioned period of 7 days, the LoI may be withdrawn.

(iii) Contract / Agreement shall be entered with Bid Winner defining the terms governing the scope of work and other terms and conditions with BBMP for a period of completion of services within seven (7) days from the date of issue of Letter of Consent along with payment of Security Deposit and shall be issued a work order within 5 (five) days of execution of such Agreement.

(iv) If the Bid Winner fails to enter into the agreement, BBMP reserves the right to initiate action against the bidder by forfeiting the EMD, including blacklisting the bidder.

12. CONFIDENTIALITY

(i) Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the tenderers who submitted the proposals or to other persons not officially concerned with the process, until the winning contract has been notified that it has been awarded the contract.

(ii) BBMP shall treat all Bids and other documents, information and solutions submitted by tenderers as confidential, and shall take all reasonable precautions that all those who have access to such material, treat this in confidence. BBMP will not divulge any such information unless it is ordered to do so by any authority which has the power to require its release.

(iii) During this period, the tenderer shall not disclose or utilize any such documents, information without the written approval of BBMP or as required by law or any governmental authority.

(iv) BBMP and each tenderer shall ensure that their representatives or any third party to whom for the tender document was required to be divulged for the preparation of tender or for evaluation, as the case may be, such tenderers or third party maintains the confidentiality of the tender document and the evaluation.

(v) Any information relating to examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other person not officially concerned with the tender process until the award to the successful tenderer has been communicated.

13. RIGHT TO REJECT ANY OR ALL BIDS

Notwithstanding anything contained in this RFP, BBMP reserves the right to reject any proposal and to annul or suspend the bidding process and reject all proposals without assigning any reason thereof at any time prior to the issuance of Letter of Intent (LOI) without incurring any liability or consequences or any obligation to inform the affected tenderers of the grounds for rejection.

14. Bid Processing Fee: Each bidder shall pay bid processing fee through any of the 5 e-Payment options only:

1. Credit Card
2. Direct Debit
3. NET Banking
4. National Electronic Funds Transfer (NEFT)
5. Over the Counter (OTC) – designated ICICI Bank branches located across the country

Please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment; please refer to e-Procurement website – https://kppp.karnataka.gov.in

15. Earnest Money Deposit (EMD): The Bidder shall pay the Earnest Money Deposit of Rs.5,00,000/- (Rupees Fives Lakhs) in the eProcurement Portal as provided therein. This is mandatory condition for qualifying in the technical evaluation of the tender.

16. Forfeiture of EMD

The EMD of the tenderer will be forfeited including blacklisting of the company, if:

(a) If the tenderer withdraws his tender or varies any terms & conditions, without the consent during the period of Tender validity specified by the tenderer; or

(b) If the tenderer indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s).

(c) If the tenderer does not accept the correction of its tender price pursuant to identification of arithmetic errors noticed by the tendering authority during the financial bid opening or,

(d) If the Bid Winner having been notified of the acceptance of its tender during the period of tender validity refuses to accept / execute the order or fails to enter into contract agreement when required; or,

(e) In case the Bid Winner fails within the specified time limit to furnish the required Performance Security.

17. Security Deposit / Bank Guarantee

(i) Within 7 days of receipt of the Letter of Intent, the Successful tenderer shall deposit an amount equivalent to **5%** of the value of contract work order as Security deposit (SD) along with the letter of consent.

(ii) The EMD of the successful bidder may be converted as Security Deposit if feasible.

(iii) The full Security Deposit amount shall be paid / deposited in the form of DD or through RTGS/NEFT or in the form of unconditional and irrevocable Bank Guarantee in favour of BBMP before signing of the agreement.

(iv) In case of breach of contract, Security Deposit shall be forfeited.

(v) In case of violations of any Act, policies of enforcing agencies of Government or litigation, or if BBMP is held liable to pay any claim for losses, damages, etc., on account of negligence, deficiency in skill or care in the performance of duties by Contractor, the expenses incurred for rectifying such violations or incurred in payment against such claims and for such litigation, will be recovered from Contractor directly or from bills payable or in any other manner, including forfeiture of Security Deposit.

(vi) The Security deposit will be held by the company until 3 months after the completion of the work and the same would be refundable to the

contractor, only after adjusting the amounts that may be due to the company from the contractor.

(vii) In case of violations of any Act, breach of contract, violation of law noticed by enforcing agencies or litigation, the expenses incurred for rectifying such irregularities, inter-alia will be deducted from the running bills available with BBMP including forfeiture of Security deposit.

(viii) Security Deposit shall not carry any interest.

18. Force Majeure

Force Majeure is herein defined as any cause which is beyond the control of the Bid Winner or KEONICS as the case may be which they could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affect the performance of the contract, such as:

(i) Natural phenomena such as flood, draught, cyclone, earthquake, pandemic, epidemics and declaration of war.

(ii) Acts of any Government, including but not limited to war, declared or undeclared priorities, quantities, embargoes providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases.

(iii) The Bid Winner will advise, in the event of his having resort to this Clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

(iv) In the event of the delay lasting over three (3) months, if arising out of Force Majeure, the contract may be terminated at the discretion of BBMP.

(v) For delay arising out of Force Majeure, the Bid Winner shall have extension of time to the duration period comes under force majeure. Bid Winner shall not be eligible for extra costs like increase in rates, re-mobilization, advance idle charges for labour and machinery etc. for extension period.

(vi) If any of the Force Majeure conditions exists in the place of operation of the Bid Winner even at the time of submission of bid he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations.

(vii) The Bid Winner or the BBMP shall not be liable for delay in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time given through such cause may occur after Bid Winner’s performance of his obligations has been delayed for other causes.

19. Discretion

(i) BBMP reserves the right of rejection of all or any of the tenders without assigning any reason thereof.

(ii) BBMP reserves the right to cancel the tender even after acceptance in case of any violation of the terms and conditions or for any reasons.

20. Technical Bid format: The bidder shall confirm that the product quoted by the bidder shall be in conformance with the conditions specified and fill up the format as per this RFP and submit as part of the technical bid. Any bid without proper technical documents and duly filled in the format shall be rejected as non-responsive and technically disqualified.

21. Commercial Bid Format: Bidders shall quote all inclusive prices (i.e. price inclusive of taxes and all other expenses) for EACH RECORD and PAGE as per the format for Commercial Bids. This price shall be inputted by bidders directly in e-Procurement portal. Additionally, the financial bid break- up, as per prescribed format, shall be available with the Bidder which shall be used to know the break-up at the time of financial evaluation of the bids.

The following Annexures contain the other details –

(1) Annexure 1 – Contract Agreement Format
(2) Annexure 2 – Commercial or Financial Bid Format
(3) Annexure 3 – Letter for the Tender
(4) Annexure 4 – Financial Capacity Letter
(5) Annexure 5 – Format for Certification by Auditor for Financial Turnover
(6) Annexure 6 – Letter on Legal Authorization
(7) Annexure 7 – Power of Attorney for Signing the Tender (if applicable)
(8) Annexure 8 – EMD Bank Guarantee Format (if applicable)
(9) Annexure 9 – EMD Declaration
(10) Annexure 10 – Instructions on e-Tendering

Executive Engineer
(MPED-C) BBMP

Annexure-1
CONTRACT AGREEMENT FORM

THIS AGREEMENT made the _____day of _____2023 between Zone Commissioner of _____ Zone of BBMP (hereinafter called “the purchaser”) of the one part and_____ (Name of Agency) of _____ (address of the Agency) (hereafter called the Agency) of the Second Part.

WHERE AS the purchaser had tendered the work of Scanning and Digitization of BBMP Property Tax Records issued vide Tender No _____ dated _____ and has accepted a tender by the Agency for the same as per the RFP terms and conditions and KTPP Act 1999 & Rules thereunder at the rate and price given below (hereinafter called "the contract price")

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1) this agreement words and expression shall have the same meaning as are respectively assigned to them in the RFP.
2) The following document shall be deemed to form and be read and construed as Part of this Agreement, viz,

   (a) the tender or RFP document
   (b) the price schedule submitted by the tenderer
   (c) the requirements & deliverables and the timelines stated in the RFP
   (d) the General conditions of contract in the RFP
   (e) the Special condition of the contract in the RFP
   (f) the purchaser's Notification of Award and Letter of Intent (LoI)

3) The Agency shall deliver as per details in this Agreement and the RFP the following goods and services and to remedy defects therein in conformity in all respects with provisions of the contract and the RFP –

S. No	**Item**	**Unit**	**Quoted Rate Per Unit**	**Expected# Quantity**	**Total Price#**
1	2	3	4	5	6 = 4 x 5
1	Scanning of pages of Property Register (Register A and Register B) at each ARO Office & Quality Check thereof and satisfactory delivery thereof	Per Page		5100 x 150 = 7.65 Lakh	
2	Digitization of each property record in each of the registers (both A and B) in each ARO Office with 100% Quality Check and Indexing and Cataloguing of the Register Metadata	Per Property Record		20 Lakh	
3	Printing of the Digitized Register on A3 Page for the purpose of record and comparison (only if specifically asked by Zone/BBMP)	Per Page		5100 x 150 = 7.65 Lakh	
				Total Price# =	

Payment shall be done as per actual pages and property records based on the unit rate at column 4 which is the winning bid rate.

4) The purchaser hereby covenants to pay the Agency in consideration of the provision of the goods and the remedying of defects therein, the contact price or such other sum as may become payable under the provision of the contact at the times and in the manner prescribed by the contact and prescribed in the RFP. In brief the same is reproduced below –

S. NO	Milestone	Payment Details
1	Completion of scanning of all registers (A & B) in an ARO Office and acceptance by Zone after Quality Check.	60% of the payment for scanning for that ARO Office Registers as per page rate for scanning as per actual pages scanned.
2	Completion of digitization of all property records (both Registers A and B) in an ARO Office with acceptance by Zone after due Quality Checks	70% of the payment for digitization for that ARO Office Property Records as actually completed at the awarded rate of digitization per property record.
3	Actual Printing of digitized property records on A3 Sheets upon completion of work at an ARO Office (if so opted by BBMP/Zone)	70% of the payment meant for printing of A3 sheets as per actual sheets printed (if so opted by BBMP/Zone).
4	Completion of all work of scanning and digitization of all property records and the registers in all ARO offices in a Zone with requisite Quality Checks done and work is satisfactory. Certificate of completion issued by the Zone	(i) Another 30% of the payment for scanning @ rate per page as per actual pages scanned. Thereby taking total payment to 90% for scanning. (ii) Another 20% of the payment for digitization @ rate per property record as per actual property records digitized. Thereby taking total payment to 90% for digitization.
5	Completion of printing of all digitized property records on A3 sheets for all ARO Offices wherever so requested by BBMP/Zone and upon Quality Check found satisfactory. Certificate of completion issued by the Zone	Another 20% of the payment for printing @ rate per page as per actual pages printed. Thereby taking total payment to 90% for A3 printing.
6	One month after completion of the	Rest of the 10% payment on

	scanning and digitization work in all ARO Offices of the Zone and date of issuance of the completion certificate by the Zone.	account of work completed with respect to scanning, digitization and printed A3 pages (if any)

DELIVERY SCHEDULE

The time is the essence of this contract and the following delivery schedule shall be adhered to –

Event	Delivery time lines
Work order to the Bid Winner Service Provider	T1 = Date of signing of this Agreement
Project understanding in terms and type of documents	T1+7days
Setting up of scanning center and Deployment of resources (hardware and manpower) at ARO Offices as per deployment plan approved by BBMP	T2= T1+7days
Start and completion of indexing and scanning of all Property Registers in all ARO offices T3	T2+45 days
Starting and completion of digitization activity	T4= T2+80days
(i) Quality check and go live with the digitized data and (ii) Printing of digitized data in A3 Registers (if opted by BBMP/Zone)	T5 = T2+90 days

The detailed deliverables, responsibilities and liabilities of the Agency shall be as per the RFP and same shall be read as part and parcel of this Agreement.

IN WITNESS whereof the parties here to have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed sealed and Delivered by the said
(Purchaser)
In the Presence of _____
Signed sealed and Delivered by the said
(Agency)
In the Presence of _____

Annexure-2

COMMERCIAL BID FORMAT:

S. No	Item	Unit	Quoted Rate Per Unit	Expected Quantity	Quoted Total Price
1	2	3	4	5	6 = 4 x 5
1	Scanning of pages of Property Register (Register A and Register B) at each ARO Office & Quality Check thereof and satisfactory delivery thereof	Per Page		5100 x 150 = 7.65 Lakh	
2	Digitization of each property record in each of the registers (both A and B) in each ARO Office with 100% Quality Check and Indexing and Cataloguing of the Register Metadata	Per Property Record		20 Lakh	
3	Printing of the Digitized Register on A3 Page for the purpose of record and comparison (only if specifically asked by Zone/BBMP)	Per Page		5100 x 150 = 7.65 Lakh	
				Total Quoted Price =	

Total in Words:

Annexure 3
Letter for the Tender

(To be uploaded in the letter head of the Tenderer)

To

Chief Commissioner
BBMP, Corporation Circle
Bengaluru – 560 002

Sub: **Tender for execution of Scanning & Digitization of Property Records of BBMP**
Ref: Tender No _____ dated _____ of BBMP on above subject

Sir,

1 With reference to your Tender document No _____dated _____, I/We, having examined the Tender Documents and understood their contents, hereby submit my/our Tender for the work of Scanning & Digitization of Property Reocords in the Property Registers at ARO Offices of your zone, in conformity with the said Tender Documents. The Tender is unconditional and unqualified.

2 We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

3 I/We acknowledge that the Purchaser will be relying on the information provided in the Tender and the documents accompanying the Tender for selection of the Agency for the aforesaid work, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.

4 I/We shall make available to the Purchaser any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.

5 I/We acknowledge the right of the Purchaser to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the

same on any account whatsoever.

6 I/We declare that in the last 3(three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any procurement entity for breach on our part.

7 We declare that we do not have any conflict of interest; and that we are not insolvent bankrupt in according with relevant clause of the RFP.

8 I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Tender that you may receive nor to invite the Tenderers to Tender for the Services, without incurring any liability to the Tenderer.

9 I believe that we satisfy the Eligibility Criteria and Qualification Criteria (Technical Capacity and Financial Capacity) and meet the requirements as specified in the Tender Document.

10 I certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.

11 In the event of us being declared as the Successful Tenderer, I/we agree to enter into a Contract in accordance with the draft that has been provided by the Purchaser. We agree not to seek any changes in the aforesaid draft Contract and agree to abide by the same.

12 I/We have studied all the Tender Documents carefully and also understand the works that need to be delivered. We understand that except to the extent as expressly set forth in the draft Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Purchaser or in respect of any matter arising out of or relating to the selection process including the award of

the Contract.

13 I/We offer an Earnest Money Deposit of Rs.5,00,000/- (Rupees Five Lakh Only) for the Services for which we have submitted the Tender in accordance with the Tender Document.

14 The documents comprising the Tender, as specified in relevant Clause of the Tender Document, have been submitted in the manner set out in the Tender Document.

15 The Contract price has been quoted by me after taking into consideration all the terms and conditions stated in the Tender Document; draft Contract, our own estimates of costs and revenues and after a careful assessment of the place where the work is required to be delivered and executed and all the conditions that may affect the delivery thereof.

16 I/We agree and undertake to abide by all the terms and conditions of the Tender Document.

17 I/We shall keep this offer valid for 90 (Ninety) days from the last date of submission of Tenders as specified in the Tender Document.

18 I/We certify that I/We have not been debarred by Procurement Entity, State Government or any entity controlled by it, from participating in any Tender, for indulging in corrupt, or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.

19 I / we hereby offer and agree to supply and deliver scanning and digitization of property registers as per RFP for of the sum or such other sums as may be ascertained in accordance with the our bid rates and amount.

20 We agree to abide by this tender for the Tender validity period specified in relevant Clauses of the RFP and it shall remain binding upon us and may be accepted at any time before the expiration of that

period.

21 I/we confirm that our Financial Tender is unconditional and that we accept all terms and conditions specified in the Tender Document

22 Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

23 I/We confirm that if I/We are the successful Tenderer shall within 07 (seven) days of the receipt of LOI from the Purchaser, furnish the Performance Security Deposit in accordance with the Conditions of Contract and the RFP, in the Performance Security Deposit Form provided in the Tender Documents or in any other form acceptable to the Purchaser.

24 I/We confirm that if I/We are the successful Tenderer, we shall obtain GST registration Certificate in the State of Karnataka, within one month from the date of receipt of LOI or before release of any payment by the Purchaser, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on account of the supply of goods and /or for any action taken by the Purchaser or GST department in this regard.

25 I/We declare that:

On my/our behalf, and there are no agents/dealers involved in this tender, and hence no agency agreement or payments/commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Appendix-B.

26 Additional information is furnished in the Appendix A duly attached with this letter.

27 I/We understand that you are not bound to accept the lowest or any Tender you may receive.

28 I / we agree to be bound by this offer if we are the successful tenderer for the

aforementioned service. In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender document.

Yours Faithfully,

Date: (Signature of the Authorised Signatory)

Place: Name & Designation of the Signatory

Seal of Tenderer/Agency

Email: _____

Address: _____

Mobile: _____

Appendix A

No.	Criteria	Yes	No
1.	Has the Tenderer or any of the Consortium member been barred by Procurement Entity/ State Government, or any entity controlled by it, from participating in any Tender.		
2.	If the answer to 1 is yes, does the bar subsists as on the date of submission of the Tender.		
3.	If the answer to 1 is no, the Tenderer are required to furnish Self-Declared Certificate in their letter head to substantiate the		
4	Whether the Tenderer belongs to a country which shares Land Border with India. The Tenderer are required to furnish an undertaking in the prescribed format at Appendix O in their letter head to substantiate the same.		

The Statement by the Tenderer disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration in the recent past is given below
(Attach extra sheets, if necessary).

Year	Name of Work/ Assignment	Name of Purchaser with Contact details	Contract No. and Date	Value of Contract in Rs.	Date Completed	Nature of Litigation	Final Award

Orders placed by (Full address of Purchaser)	**Order No and Date**	**Description of Goods ordered**	**Quantity of Goods ordered**	**Value of Order**	**Date of Completion of Delivery**		**Remarks indicating reasons for late delivery, if any**	**Has the goods/ equipment been satisfactorily functioning. (Attach a Certificate from the**
					As per contract	**Actual**		
1	2	3	4	5	6	7	8	9

Technical Capacity of the Tenderer

Format for Performance Statement for the last three years

General Instructions:

1. The experience cited must comply with the qualification criteria specified in relevant Clause of the RFP.
2. Along with the above format and information, the Tenders for demonstrating the Technical Capacity as provided in relevant Clause of the RFP is required to submit the supporting documentary proofs.
3. In case the Tenderer is registered outside India. For conversion of US Dollars to Rupees, the rate of conversion shall be the rate prevailing as on the date of issue of Tender Document. In case of any other currency, the same shall first be converted to US Dollars as on the date of issue of Tender Document, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

I / We confirm that all the information submitted are true to the best of our knowledge and belief and all relevant information has been duly submitted herein.

Date: (Signature of the Authorised Signatory)

Place: Name & Designation of the Signatory

Seal of Tenderer/Agency

Email: _____

Address: _____

Mobile: _____

Annexure 4

(To be uploaded in the letter head of the Tenderer)

To

Chief Commissioner
BBMP, Corporation Circle
Bengaluru – 560 002

Sub: **Financial Capacity of the Tenderer**

Ref: Tender No _____ dated _____ of BBMP on above subject

Sir,

We/I give hereunder the last three financial year/s turnover of our Company/Partnership Firm/LLP with registration number _____ and registered with _____. GST Number _____ and TAN _____.

(In Rs.)

Turnover			
Financial Year [2022-2023]	**Financial Year [2021-2022]**	**Financial Year [2020-2021]**	**Average Annual Turnover**

Date: (Signature of the Authorised Signatory)

Place: Name & Designation of the Signatory

Seal of the Company/Agency

Email: _____

Address: _____

Mobile: _____

Instructions:

1. The Tenderer should provide details of its own Financial Capacity duly certified by its Statutory Auditor.

2. Annual Turnover = Annual Income as indicated in the audited annual financial statement
   Year 1 will be the latest completed financial year, preceding the last date for submission of Tender. Year 2 shall be the year immediately preceding Year 1 and so on. In case the last date for submission of Tenders falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Tender and furnish all its information and certification with reference to the three years preceding its latest financial year.

3. Along with the above format and information, the Tenderer for demonstrating the Financial Capacity as provided in Clause 4(B) of the ITT should furnish the supporting documentary proofs along with the Certificate from Statutory Auditor for Financial Capacity of the Tenderer in the following format.

4. [n case the Tenderer is registered outside India, the financial capacity as certified by the statutory auditor residing outside India may be submitted. However, for conversion of US Dollars to Rupees, the rate of conversion shall be the rate prevailing as on the date of issue of Tender Document. In case of any other currency, the same shall first be converted to US Dollars as on the date of issue of Tender Document, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Annexure – 5

Format for Certificate from Statutory Auditor for Financial Capacity of the Tenderer

(To be submitted on the Letterhead of the Statutory Auditor)

To

Chief Commissioner
BBMP, Corporation Circle
Bengaluru – 560 002

Sub: **Financial Capacity of the Tenderer**

Ref: Tender No _____ dated _____ of BBMP on above subject

Sir,

We have verified the relevant statutory and other records of M/s _____ [Name of the Tenderer], and certify that the Average Annual Turnover for the last three completed financial Year is as follows:

(Rs._____
)

Turnover (Rs.___)			
Financial Year [2022-2023]	**Financial Year [2021-2022]**	**Financial Year [2020-2021]**	**Average Annual Turnover**

This certificate is being issued to be produced before [Name of the Purchaser], for the [“Procurement of Goods and related services for _____”].

Place:
Date

Signature and Seal of the Statutory Auditor
clearly indicating his/her membership number

ANNEXURE 6
Statement of Legal Capacity

(To be provided in the letterhead of the Tenderer)

Date:

To
Chief Commissioner
BBMP, Corporation Circle
Bengaluru – 560 002

Sub: **Tender for execution of Scanning & Digitization of Property Records of BBMP**
Ref: Tender No _____ dated _____ of BBMP on above subject

Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the Tender Document.

We have agreed that.....(Insert individual's name) will act as our representative and has been duly authorized to submit the Tender Document. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking You,

Yours faithfully,

Signature, Name and Designation of the Authorized Signatory

For and on behalf of _____

Annexure 7
Power of Attorney for Signing of Tender (if applicable)

(To be submitted on 200 rupees Non-Judicial Stamp Paper)

Know all men by these presents, We,_____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____and presently residing at_____, who is [presently employed with us and holding the position of____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our "Tender for Procurement of Goods and related services for_____", proposed by the [Name of the Purchaser](the "Purchaser") including but not limited to

signing and submission of all applications, Tenders and other documents and writings, participate in Tenderer's and other conferences and providing information/responses to the Purchaser, representing us in all matters before the Purchaser, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our Tender, and generally dealing with the Purchaser in all matters in connection with or relating to or arising out of our Tender for the said Service and/or upon award thereof to us and/or till the entering into the Contract with the Purchaser.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,_____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS_____ _____DAY OF_____, 20**.

For_____ (Signature)

(Name, Title and

Address)

Witnesses:

Accepted [Notarised] (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders'

resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.
[For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Tenderer from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.][89]

Annexure 8
Earnest Money Deposit
Bank Guarantee for EMD (if applicable)

B.G. No. Dated:

1 In consideration of you, the Chief Commissioner, Bruhat Bengaluru Mahanagara Palike, having its office at Corporation Circle, Bengaluru – 560 002, (hereinafter referred to as the "Purchaser", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of .....(registered under the_____,) and having its registered office at .....(hereinafter referred to as the "**Tenderer**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for _____ (hereinafter referred to as "the Services") pursuant to the Tender Document No _____dated issued in respect of the Service and other related documents including without limitation the draft Contract (hereinafter collectively referred to as "Tender Documents"), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "Bank"), at the request of the Tenderer, do hereby in terms of the said Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Documents by the said Tenderer and unconditionally and irrevocably undertake to pay forthwith to the Purchaser an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents.

2 Any such written demand made by the Purchaser stating that the Tenderer is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of the Purchaser is disputed by the Tenderer or not, merely on the first demand from the Purchaser stating that the amount claimed is due to the Purchaser by reason of failure of the Tenderer to fulfil and comply with the terms and conditions contained in the Tender Documents including failure of the said Tenderer to keep its Tender open during the Tender validity period as set forth in the said Tender Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 45 (forty five) days beyond the validity of the Tender or for such extended period as may be mutually agreed between the Purchaser and the Tenderer, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Purchaser shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the

Tender Documents including, *inter alia*, the failure of the Tenderer to keep its Tender open during the Tender validity period set forth in the said Tender Documents, and the decision of the Purchaser that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Purchaser and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Purchaser.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or

amalgamation of the Tenderer or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Purchaser shall be entitled to treat the Bank as the principal debtor. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Documents or to extend time for submission of the Tenders or the Tender validity period or the period for conveying acceptance of Letter of Award by the Tenderer or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Documents by the said Tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the said Tenderer and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Documents or the securities available to the Purchaser, and the Bank shall not be released from its liability under these presents by any exercise by the Purchaser of the liberty with reference to the matters aforesaid or by reason of time being given to the said Tenderer or any other forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Tenderer or by any change in the constitution of the Purchaser or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Purchaser to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any

other security which the Purchaser may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Purchaser serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the last date for submission of Proposal)].

Signed and Delivered by.....Bank

By the hand of Mr./Ms. ....., its.....and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Annexure 9
EMD Declaration

(to be submitted on the letterhead of the Tenderer)

To

Chief Commissioner
BBMP, Corporation Circle
Bengaluru – 560 002

Sub: **Tender for execution of Scanning & Digitization of Property Records of BBMP**

Ref: Tender No _____ dated _____ of BBMP on above subject

Sir,

I hereby submit a declaration that the Tender submitted by the undersigned, on behalf of the Tenderer_____ (Name of the Tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the Tenderer_____(Name of the Tenderer), also accept the fact that in case the Tender is withdrawn or modified during the period of its validity/extended validity period or if we fail to sign the contract in the case the contract is awarded to us or we fail to submit a Performance Security and additional performance security, if any, before the deadline fixed in the Request for Proposal, then_(Name of the Tenderer) will be debarred for participation in the Selection process for the procurement of this Procurement Entity/Purchaser for a period of one year from the date of default.

Place: Signature of the Authorized Signatory,

Date: Name, Designation & Official email & mobile

Annexure - 10
INSTRUCTIONS ON E-TENDERING

1. The Tendering process for this Tender Document will be completed online through the Karnataka Public Procurement Portal.

2. The Tender document can be downloaded free of cost from the Karnataka Public Procurement Portal.

3. The Tenderer must register with his/her Digital Signature Certificate

(DSC) in the Karnataka Public Procurement Portal and subsequently he/she will be allowed to carry out his/her Tender submission activities. Registering the Digital Signature Certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Tenderer should first log on to the Karnataka Public Procurement Portal using the User Login option on the home page with the Login Id and Password with which he/ she has registered.

4. For successful registration of DSC on Karnataka Public Procurement Portal https://kppp.karnataka.gov.in the Tenderer must ensure that he/she possesses Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website https://kppp.karnataka.gov.in is presently accepting DSCs issued by these authorities only. The Tenderer can obtain User Login Id and perform DSC registration exercise even before e-Tender submission date starts.

5. The Tenderer shall be required to use his/her own Digital Signature while uploading Tender. The Tenderer shall be required to upload the Tender using its Digital Signature only. Failure to comply or usage of Digital signature of other firm shall be liable for rejection of the Tender.

6. Tenders must be submitted to the Purchaser through Karnataka Public Procurement Portal by the last date and time for submission of Tenders[94] . Two Tender Document System[95] procedure shall be followed, wherein the Tenderer are required to submit Technical Tender and Financial Tender. The First electronic document i.e Technical Tender, will be opened first and the Second electronic document i.e the Financial Tender, will be opened only if the Technical Tender submitted by the Tenderer is found to be qualified in accordance with the terms of this Tender Document.

7. The Tenderer must upload all the required documents electronically in the Karnataka public procurement portal in the prescribed format except the Financial Tender Submission (Financial Tender/Contract Price) in prescribed format only on the Karnataka Public Procurement Portal.

8. It is suggested that the files to be uploaded should be made in grey scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the Karnataka Public Procurement Portal https://kppp.karnataka.gov.in. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 70 MB size.

9. Along with the Tenders, the stipulated Tender processing fees and EMD/ EMD Declaration must be submitted as mentioned in Karnataka Public Procurement Portal.

10. Any queries relating to the process of online Tender submission or queries relating to the Karnataka Public Procurement Portal in general may obtained from the KPPP Helpdesk.

11. Regarding submission, the server time (which is displayed on the Tenderer dashboard) will be considered as the standard time for referencing the deadlines for submission of the Tenders by the Tenderer, opening of Tenders etc. The Tenderer should follow this time during Tender submission.

12. Upon the successful and timely submission of Tenders (i.e. after Clicking “Freeze Tender Submission” in the portal), the Karnataka Public Procurement Portal will give a successful Tender submission message & a Tender summary will be displayed with Tender no. and the date & time of submission of the Tender with all other relevant details.

13. The Tender summary has to be printed and kept as an acknowledgement of the submission of the Tender. This acknowledgement may be used as an entry pass for the Technical Tender opening meetings.

14. All the documents being submitted by the Tenderer would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until

the time of Tender opening. The confidentiality of the tenders is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Tender Document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/tenders openers' public keys. Overall, the uploaded Tender Documents become readable only after the Tender Opening by the authorized Tender openers.

15. At any time after the uploading of the Tender Documents and prior to the deadline for submission of Tenders, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may make any modifications or amendments to the Tender Documents. Such modifications or amendments shall be notified on the Karnataka Public Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Authority shall form part of the original Tender Document. The Authority's response to any queries of the Tenderer post pre-bid meeting will be published in Karnataka Public Procurement Portal.

16. The Tenderer must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the Karnataka Public Procurement Portal.

17. The Tenderer shall settle clarifications and disputes if any, regarding the Karnataka Public Procurement Portal directly with Karnataka Public Procurement Portal helpdesk. In case of conflict between provisions of the Karnataka Public Procurement Portal with the Tender Document, provisions of the Karnataka Public Procurement Portal shall prevail.

18. The Tenderer shall be responsible to see the Karnataka Public Procurement Portal till last date of submission of Tender for any clarification/amendment which shall be part of the Tender Document.

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
e) "GC" means these General Conditions of Contract;
f) "Government" means the Government of Karnataka;
g) "Local currency" means Indian Rupees;
h) “Parties” means the Bruhat Bengaluru Mahanagara Palike [BBMP] and the AGENCY and “Party” means either of the Parties;
i) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
j) "Services" means the work to be performed by the Agency pursuant to this Contract as described in Appendix A;
k) “Business Day” means any day that is not a Sunday or a public holiday (as per the official holidays observed by Government of Karnataka;
l) “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes legislation

including any such information that may come to the knowledge of the Parties hereto / Agency's Team by virtue of this Contract that

a. is by its nature confidential or by the circumstances in which it is disclosed confidential; or
b. is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;

m) The "AGENCY" or "Service Provider" or "Firm" means the company with whom the order has been placed for providing Services as specified in this tender/contract and shall be deemed to include the AGENCY's successors, representatives (approved by the Chief Commissioner BBMP), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.

n) "Agency's Representative" means the person or the persons appointed by the AGENCY from time to time to act on its behalf for overall co-ordination, supervision and project management.
o) "Document" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer-generated micro fiche.
p) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights;
q) "Agency Team" means the successful Agency who has to provide services to the Chief Commissioner BBMP under the scope of this Tender/ Contract. This definition shall also include any and/or all of the employees of Agency, their authorized agents and representatives and approved Sub Implementation Agencies or other personnel employed or engaged either directly or indirectly (Indirectly means subcontractors or OEM's) by the AGENCY for the purposes of the Contract.
r) "Performance Guarantee" shall mean the guarantee provided by a Nationalized Bank in favour of Chief Commissioner, BBMP for an amount specified in the RFP
s) "Service" means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as

provisioning of technical assistance and other such obligations of the AGENCY covered under the Contract;

t) "Tender Inviting Authority" means the another officer authorized by Chief Commissioner BBMP, who has the authority for release of the RFP, receipt of proposals and all matters related to the bidding process
u) "Tender Accepting Authority" means the Chief Commissioner BBMP or any other designated officer who has the authority to accept the successful bid.
v) "Tender Scrutiny Committee" means the technical committee appointed by the Tender Accepting Authority, for scrutiny and evaluation of all responses submitted by the potential the Service Providers for the RFP.

1.2. **Interpretations**

In this Contract unless a contrary intention is evident:

I. The clause headings are for convenient reference only and do not form part of this Contract;
II. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
III. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
IV. A word in the singular includes the plural and a word in the plural includes the singular;
V. A word importing a gender includes any other gender;
VI. A reference to a person includes a partnership and a body corporate;
VII. A reference to legislation includes legislation repealing, replacing or amending that legislation;
VIII. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

In the event of any inconsistency the terms of contract should be as per the tender, bid and subsequent commitments agreed to by the Agency during the bid process, in terms of Scope of work & commercials. Further, in case of any inconsistency between the GCC and the RFP terms and conditions given in pages 1 to 34, the RFP shall prevail.

1.3. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5. Notices

I. Service of notices

A Notice must be:

i. In writing, in English and signed by a person duly authorised by the sender; and

ii. Hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices, as varied by any Notice given by the recipient to the sender.

II. Effective on receipt

A Notice given takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

i. If hand delivered, on delivery;

ii. If sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside India);

If sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice, but if the delivery, receipt or transmission is not on a Business Day or is after 6.00pm on a Business Day, the Notice is taken to be received at 10.00am on the next Business Day.

1.6. Location

The Services shall be performed at the respective BBMP ARO Offices.

1.7. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the SC.

1.8. **Insurance**

In connection with the provision of the services, the Service Provider must have and maintained: For the contract period, valid and enforceable insurance policies for; public liability; either professional indemnity or errors and omissions; workers compensation as required by the law.

1.9. **Taxes and Duties**

The Service Provider shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.10. **Payment for services**

1.10.1. Subject to Clause 1.10.2, Client shall pay a fee to Firm for the Services at those rates specified in the relevant Order (the "Fee"). Firm will invoice Client on completion of the month where payment is due in respect of the Fee. The Fee shall be inclusive of all taxes which shall be payable by Client in accordance with Clause 1.9 <taxes>.

1.10.2. Payment will be made within thirty (*30) working days* of the receipt of invoice along with supporting documents for satisfactory compliance to the Service Levels, by the Client subject to penalties. The penalties are to be imposed on the Firm as per the SLA criteria specified in the SLA

2. Commencement, Completion, Modification and termination of Contract

II.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other date as may be stated in the SC.

II.2. Commencement of Services

The Firm shall begin carrying out the Services within fifteen (15) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

II.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.8, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

II.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

II.5. Force Majeure

II.5.1. Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lockouts beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of Government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.

II.5.2. The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detail in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.

a. In the event the Force Majeure substantially prevents, hinders or delays the Agency's performance of Services necessary for project's implementation or the operation of Project's critical business functions for a period in excess of 3 days, the BBMP may declare that an emergency exists. However, when the situation arising out of force Majeure comes to an end in the assessment of the BBMP, the Agency shall resume normal activities under this agreement immediately. If the BBMP considers it necessary, may grant an extension of time to the Agency for resuming normal activities under this agreement. If the Agency does not resume normal activities immediately or within the extended period, if any, granted by the BBMP, the BBMP will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate supplier at the cost of Agency and/or terminate this Agreement.
b. Notwithstanding the terms of this Article, the failure on the part of the Agency terms under the RFP to implement any disaster contingency planning, insurance coverage and back-up and other data safeguards in accordance with the terms of the RFP or this Agreement against natural

disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

II.5.3. Measures to be taken:

I. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

II. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

III. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

IV. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instructions by the Purchaser, shall either:

   i. Demobilize, or
   ii. Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

V. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to dispute resolution clause

VI. When the situation arising out of Force Majeure comes to an end in the assessment of the Purchaser, the supplier shall resume normal activities under this agreement immediately. If the Purchaser considers it necessary, may grant an extension of time to the supplier for resuming normal activities under this agreement. If the supplier does not resume normal activities immediately or within the extended period, if, any, granted by the purchaser, the Purchaser will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate supplier at the cost of the Agency and / or terminate this Agreement.

VII. Notwithstanding the terms of this Article, the failure on the part of the Supplier terms under the RFP to implement any disaster contingency planning, insurance coverage and back up and other data safeguards in accordance with the terms of the RFP or this agreement against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

VIII. In the event that the event of Force Majeure persists for a period for a 30 business days or more and whichever party's performance is affected by the event of Force Majeure, either party shall be entitled to terminate the relevant Order under this Agreement unilaterally without liability to the other in respect of termination. Upon such termination, Client shall pay Agency for all Service rendered and expenses incurred by Personnel up to and including the date of termination. In the event of such termination, Client acknowledges that the Services will be work in progress and may not be in a finished state.

II.6. Suspension:

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Firm fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure with in a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

II.7. Performance Guarantee:

The selected Service Provider will be required to provide a Performance Guarantee of 5% of Annual Cost in the name of Chief Commissioner BBMP issued by a Nationalized Bank with a claim period of additional 90 days.

II.8. Termination

II.8.1. By the BBMP

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Firm to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.8.1 and sixty (60) days' in the case of the event referred to in (e):

a. if the Firm does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing; the BBMP will have the option to invoke the performance guarantee.

b. if the (or any of their Members) become insolvent or bankrupt; this will lead to immediate termination without any further payments.
c. if, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than Thirty (30) days; or
d. if the Firm, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; this will lead to immediate termination without any further payments.

For the purpose of this clause:
"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Providers (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

e. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

II.8.2. By the Firm

The Firm may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.8.2:

a. if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Firm that such payment is overdue.
b. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Firm may have subsequently approved in writing) following the receipt by the Client of the Firm's notice specifying such breach;
c. if, as the result of Force Majeure, the Firm is unable to perform a material portion of the Services for a period of not less than Thirty (30) days.

II.8.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.8, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

i. such rights and obligations as may have accrued on the date of termination or expiration;
ii. the obligation of confidentiality set forth in Clause GC 3.3 hereof;
iii. the Firm's obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause 7.6 hereof; and
iv. any right which a Party may have under the Applicable Law.

II.8.4. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.8.1 or Clauses GC 2.8.2 hereof, the shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GC 3.5 and GC 3.6.

II.8.5. Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.8.1 or Clauses GC 2.8.2 hereof, the Client shall make the following payments to the Agency (after offsetting against these payments any amount that may be due from the Firm to the Client)):

a. remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

3. Obligations of the Firm

3.1 General

The Firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Service Provider or Third Parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions Discounts, etc.

The remuneration of the Service Provider pursuant to Clause GC 6 hereof shall constitute the Firm's sole remuneration in connection with this Contract or the Services and the Firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder.

3.2.2 Procurement Rules of Funding Agencies

If the Firm, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Service Provider shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client.

3.2.3 Prohibition of Conflicting Activities

The Service Provider shall not engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this Contract; and
b. after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Firm shall not, either during the term or afterwards, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client. The Agency shall enter into Non-Disclosure Agreement with Centre for e-Governance.

3.4 Reporting Obligations

Weekly status reports need to be sent by the Agency working under this project to the Chief Commissioner BBMP or any other authority assigned by CHIEF COMMISSIONER BBMP, indicating detailed activity done over the past week, Activity planned for the next period, Issues foreseen, etc. In addition, the Service Provider shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.5 Documents Prepared by the Agency to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the Client under this Contract shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

3.6 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Service Provider by the Client or purchased by the Service Provider with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

4. Obligations of the Client

I.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

a. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

I.2 **Services, Facilities and Property of the Client**

The Client shall make available to the Agency, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix C at the times and in the manner specified in said Appendix C, provided that if such services, facilities and property shall not be made available to the Service Provider as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Service Provider for the performance of the Services, (ii) the manner in which the Service Provider shall procure any such services, facilities and property from other sources hereinafter.

I.3 **Payment**

In consideration of the Services performed by the Firm under this Contract, the Client shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.

5. Payments to the = Service Provider

5.1 Cost Estimates

a. An estimate of the cost of the Services payable in local currency is set forth in the RFP.

5.2 Remuneration/Payment

The monthly remuneration payable to the Firm is set forth in RFP. The all-inclusive price quoted by the Firm in e-Procurement system will be divided by 60 and the part amount will be paid to the Firm on a monthly basis. The submission of weekly progress reports for all weeks in a month and its review by a committee is a pre-requisite for processing payment for that particular month.

5.3 Currency of Payment

All payments shall be made in Indian Rupees

6. Settlement of Disputes

I. Reconciliation Process

If a dispute arises in relation to the conduct of this Contract (Dispute), a party must comply with this clause before starting arbitration or court proceedings.

II. Notification

A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.

6.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

6.2 Dispute Settlement

If any dispute arises between the BBMP and the Agency in connection with, or arising out of, the agreement or RFP or the execution of the Project; the matter in dispute which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall, in the first place, be referred to the Chief Commissioner BBMP. Either party may refer a dispute to the Chief Commissioner BBMP), who shall give a decision in writing within 30 days of reference of dispute. Either party may refer a written decision of the Chief Commissioner BBMP to arbitration. If neither party refers the disputes to arbitration within 30 days of the date of such decision, Chief Commissioner BBMP's decision will be final and binding.

In case either party is not satisfied with the decision of the Chief Commissioner BBMP, they can institute arbitration proceedings as per Indian Arbitration and reconciliation Act, 1996, after a 30-day notice period.

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Center, Karnataka (domestic and international) rules 2012, by one or more Arbitrators appointed in accordance with its rules.

Arbitration proceedings shall be held in Bangalore and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

6.3 Limitation of Liability Clause

Except in case of gross negligence or wilful misconduct:

(a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the contract value provided, however, that this limitation shall not apply to any liability for damages arising from (a) wilful

misconduct or (b) indemnification against third party claims for infringement (c) or tortuous liability arising out of misconduct or negligence or (d) death

(a) The BBMP shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.

(d) Liability arising out of any legal conditions shall survive the term (i.e. termination / expiry) of the contract.

Indemnity Clause

The Agency (the "Indemnifying Party") undertakes to indemnify the the BBMP, (the "Indemnified Party") from and against all losses, claims or damages on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.

The indemnities set out shall be subject to the following conditions:

i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
ii. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
iii. If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
v. All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
vi. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and

viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates;

ix. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates.

6.4 Third Party Claims

I. Compliance with Client requirements

The Service Provider must, and must ensure that its subcontractors and Personnel comply with:

i. All relevant security and other requirements specified in the Client's Information Security Policy, if the same has been made aware by the Client;

ii. Any other security procedures or requirements notified, in writing, by the Client to the Service Provider. The Service Provider must comply with such a security procedure or requirement, from the date specified in the notice, or if none is specified, within five Business Days of receipt of the notice.

II. Security clearance

i. The Client may, from time to time, notify the Service Provider of the level of security or access clearance applicable to the Service Provider's subcontractors or Personnel, and the date from which, or the period during which, that clearance will be effective and the Service Provider must comply with and ensure its subcontractors and Personnel act in accordance with that notice.

III. Removal of Client Data

The Service Provider must not, and must ensure that its subcontractors and Personnel do not:

i. Remove Client Data or allow Client Data to be removed from the Client's premises; or

ii. Take Client Data or allow Client Data to be taken outside of India, without the Client's prior written consent.

6.5 Audit and Access

I. Right to conduct audits

The Client or a representative may conduct audits relevant to the performance of the Agency's obligations under this Contract. Audits may be conducted of:

i. the Agency's operational practices and procedures as they relate to this Contract, including security procedures;

ii. the accuracy of the Agency’s invoices and reports in relation to the provision of the Services under this Contract;

iii. the Agency's compliance with its confidentiality, privacy and security obligations under this Contract;

iv. material (including books and records) in the possession of the Agency relevant to the Services or Contract; and

v. any other matters determined by the Client to be relevant to the Services or Contract.

II. Access by Client

i. The Client may, at reasonable times and on giving reasonable notice to the Service Provider: access the premises of the Service Provider to the extent relevant to the performance of this Contract; require the provision by the Service Provider, its employees, agents or subcontractors, of records and information in a data format and storage medium accessible by the Client by use of the Client’s existing computer hardware and software; inspect and copy documentation, books and records, however stored, in the custody or under the control of the Service Provider, its employees, agents or subcontractors; and require assistance in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the BBMP),

any request for information directed to the Client, and any inquiry conducted by Parliament or any Parliamentary committee.

ii. The Service Provider must provide access to its computer hardware and software to the extent necessary for the Client to exercise its rights under this clause, and provide the Client with any reasonable assistance requested by the Client to use that hardware and software provided that any proprietary information including confidential information like profit margins, overheads and other such confidential information about its employees, sub-contractors, organization would not be made available.

III. Conduct of audit and access

The Client must use reasonable endeavours to ensure that:

i. audits performed pursuant to the above clause; and
ii. the exercise of the general rights granted by above clause by the Client, do not unreasonably delay or disrupt in any material respect the Service Provider's performance of its obligations under the Contract.

IV. Costs

i. Except as set out in clause ii above, each party must bear its own costs of any reviews and/or audits.

V. Comptroller and Auditor-General of India

The rights of the Client under the above clause apply equally to the Comptroller and Auditor-General of India or a delegate, for the purpose of performing the statutory functions or powers.

VI. Agency to comply with Comptroller and Auditor-General of India’s requirements

The Agency must do all things necessary to comply with the Comptroller and Auditor-General of India’s or his or her delegate's requirements, notified under above clause, provided such requirements are legally enforceable and within the power of the Comptroller and Auditor-General of India, or his or her respective delegate.

VII. No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce

the Agency's responsibility to perform its obligations in accordance with the Contract.

VIII. Subcontractor requirements

The Agency must ensure that any subcontract entered into for the purpose of this Contract contains an equivalent clause granting the rights specified in this clause.

IX. No restriction

Nothing in this Contract reduces limits or restricts in any way any function, power, right or entitlement of the Comptroller and Auditor-General of India or a delegate. The rights of the Client under this Contract are in addition to any other power, right or entitlement of the Comptroller and Auditor-General of India or a delegate.

X. Survival

This clause applies for the Contract Period or till the termination or expiry of this Contract.

7. Provision of Services

I. Service obligations

The Agency must supply the Services:

i. with due skill and care and to the best of the Agency's knowledge and experience;
ii. in accordance with the Performance Criteria;
iii. in accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines, including any specified in the Contract Details;
iv. using the Specified Personnel (if any);
v. in accordance with all applicable Laws;
vi. in accordance with any reasonable directions in relation to the Services given by the Client from time to time;
vii. so as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay; and
viii. Otherwise in accordance with the provisions of this Contract.

II. Agency warranties

The Digitisation Service Provider represents and warrants that:

i. it has the right to enter into this Contract;
ii. it has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
iii. it and its subcontractors and Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
iv. the Services will be complete, accurate and free from material faults; and
v. it will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into the Client's systems or any Deliverables any Harmful Code.

III. Access to Client's premises

The Client will cooperate with the Digitisation Service Provider by providing access to its premises and facilities as reasonably necessary to enable the Digitisation Service Provider to provide the Services.

IV. Conduct at Client's premises

The Service Provider must, if using or accessing the Client's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Service Provider or as might reasonably be inferred from the circumstances.

8. Exit Management

I. The Agency shall provide to The BBMP with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation, the Operation and Management, SLA and scope of work.

i. A detailed program of the transfer process that could be used in conjunction with a Replacement Agency including details of the

means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

ii. Plans for communication with such of the Agency's staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on BBMP's operations as a result of undertaking the transfer; and

iii. Plans for provision of contingent support to the BBMP or its nominated agencies, and Replacement Agency for a reasonable period after transfer for the purposes of providing service for replacing the Services.

II. Exit Management Plan shall be presented by the Agency to and approved by the the BBMP

III. In the event of termination or expiry of the contract, Agency shall comply with the Exit Management Plan.

IV. During the exit management period, the Agency shall use its best efforts to deliver the services.

V. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

VI. This Exit Management plan shall be furnished in writing to the BBMP within 30 days from date of signing of the contract.

VII. During the exit management period the Agency will allow the BBMP access to information reasonably required defining the current mode of operation associated with the provision of the services to enable the BBMP to assess the existing services being delivered.

VIII. The Agency shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to the the BBMP / replacement Agency and which the Agency has in its possession or control at any time during the exit management period.

IX. All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable the BBMP and its nominated replacement agencies to carry out due diligence in order to transition the provision of the Services to the BBMP or its nominated replacement agencies, (as the case may be) must be maintained by the Agency from commencement of the project services.

9. Intellectual property rights

I. The BBMP shall own the copyright in all original written material including programs, listings and other documentation originated and prepared for the BBMP by agency pursuant to this Agreement. All the IPR as a result of this engagement shall vest with the BBMP.

II. Third Party Material
The Service Provider must obtain all necessary copy right and other Intellectual Property Right permissions before making any third party Material available as Auxiliary Material for the purpose of this contract

III. IPR Warranty
The Agency warrants that:

i. the Warranted Materials and the Client's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
ii. it has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause.

IV. Remedy for breach of warranty
If someone claims, or the Client reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights the Agency must, in addition to the indemnity and to any other rights that the Client may have against it, promptly, at the Agency's expense:

i. use its best efforts to secure the rights for the Client to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
ii. Replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

10. Confidentiality clauses

The roles involve handling of sensitive data and access to project and other documents, wherein privacy and security concerns are paramount. Hence, the agency shall provide a NDA as prescribed by the the BBMP. The Agency in turn shall sign the NDA with the resources deployed, a copy of which the BBMP may seek.

Risk Purchase:
The BBMP at its option will be entitled to terminate the contract and to get the services elsewhere at the risk and cost of the Service Provider either the whole of the Services or any part which the Service Provider has failed to deliver the services within the time stipulated. The Service Provider shall be liable for any loss **(difference in rates quoted by the successful the Service Provider and that procured by the BBMP)** which the BBMP may sustain by reason of such risk purchases.

SPECIAL CONDITIONS OF CONTRACT

Notice will be deemed to be effective as follows:

a. in the case of personal delivery or registered mail, on delivery;
b. in the case of telexes, 24 hours following confirmed transmission;
c. in the case of telegrams, 24 hours following confirmed transmission; and
d. in the case of facsimiles, 24 hours following confirmed transmission.]

The Authorized Representatives are:

For the Client: Chief Commissioner BBMP.

For the Firm: _____

1.0 The Firm, shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.1 The effectiveness of contract shall be on the date…
1.2 The time period shall be _____
[Note: Fill in the time period, e.g., 24 months] or such other time period as the parties may agree in writing.]
1.3 The Firm shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
1.4 The ceiling amount of contract is: Rs._____
1.5 Remuneration for periods of less than one month shall be calculated on a calendar-day basis for time spent and attributable to the assignment (one day being equivalent to 1/30th of a month).

1.6 General terms and conditions of Payment Schedule

1. The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. The performance

evaluation and SLA of the Service Provider will be done as per SLA criteria defined in the RFP.

2. The Service Provider shall obtain sign-off for each milestone completed from the BBMP and raise invoice as per the payment terms specified in the RFP.
3. Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 60 days of submission of invoice.
4. Power to withhold: Not withstanding anything contained in the payment schedule mentioned below, if in the opinion of the BBMP, any work done or supply made or service rendered by the Service Provider is deficient in any manner in comparison to the prescribed standards, BBMP shall be at liberty to withhold whole or a reasonable portion of the payments due to the Service Provider, till such service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/right of the BBMP under this contract.
5. All payments under this Contract shall be made to the account of the Service Provider.
6. The payment to the Service Provider shall be processed as per terms of payment specified in the RFP and corrigendum to RFP.

Payment Schedule

The payment to the Service Provider shall be made as per the payment terms specified in the RFP, corrigendum to RFP and clarifications issued by the BBMP.

Executive Engineer
MPED-C, BBMP

****** END OF THE RFP DOCUMENT *****